the Buffalo Federal League Club. The plaintiff seeks an injunction to restrain the defendant from playing for any other club during the period of their contract. *Held*, that the plaintiff is not entitled to the relief sought. *American League Baseball Club of Chicago* v. *Chase*, 149 N. Y. Supp. 6 (Sup. Ct.).

Both cases illustrate the application of the maxim that he who comes into equity must come with clean hands. In the first case, if the prior contract were enforceable, inducement of a breach would be clearly a legal wrong. *Lumley* v. *Gye*, 2 E. & B. 216, 22 L. J. Q. B. 463; *Wanderers Hockey Club* v. *Johnson*, 25 West. L. R. 434 (Brit. Col.). The courts have held, however, that the reserve clause is merely an agreement to make a contract if the parties can agree, and is not enforceable at law or in equity. *Metropolitan Exhibition Co.* v. *Ward*, 24 Abb. N. C. 393, 9 N. Y. Supp. 779. But the plaintiff's conduct in inducing a breach of the obligation is still inequitable enough to warrant a denial of injunctive relief. *Cf. Keane* v. *Boycott*, 2 H. Bl. 511. The second case refuses relief on the double ground of the lack of mutuality of remedy arising from the club's option to terminate and the inequitableness of the plaintiff's conduct in striving to obtain a monopoly of the baseball business. On the point of mutuality, the court follows the weight of authority, although what appears to be a better view would enjoin a breach. *Philadelphia Ball Co.* v. *Lajoie*, 202 Pa. 210, 51 Atl. 973. See Ames, Mutuality in Specific Performance, 3 COL. L. REV. 1, 11. The denial of equitable relief because of the plaintiff's part in a monopolistic combination rests upon the substantially absolute control exercised by the association of baseball clubs operating under the National Agreement over the transfer and exchange of professional players. As the court says, such a combination is clearly not monopoly within the Sherman Anti-Trust Law, for it does not involve control of interstate commerce. See *Metropolitan Opera Co.* v. *Hammerstein*, 147 N. Y. Supp. 532, 535 (Sup. Ct.). The conclusion that it is nevertheless an illegal monopoly at common law is more doubtful, for there was no evidence of unlawful or oppressive measures or that the combination was more than a reasonably necessary means of regulating professional baseball. See EDDY, COMBINATIONS, §§ 305, 559. But if the arrangement is to be regarded as monopolistic because of its undue interference with the individual's freedom of contract, it is clear that equity will not aid it. *O'Brien* v. *Musical Mutual Protective Union*, 64 N. J. Eq. 525, 54 Atl. 150.

TAXATION — WHERE PROPERTY MAY BE TAXED — TAXATION OF FOREIGN CORPORATIONS ON CREDITS IN HANDS OF LOCAL AGENT. — A Tennessee corporation had an office in Alabama. By statute, Alabama levied a tax on the solvent credits payable in Alabama arising from the corporation's local business there. *Held*, that the tax is valid. *State* v. *Tennessee Coal, Iron, & R. Co.*, 66 So. 178 (Ala.).

A corporation has its domicile only in the State in which it is incorporated. *Bergner & Engel Brewing Co.* v. *Dreyfus*, 172 Mass. 154, 51 N. E. 531; *Chafee* v. *Fourth National Bank*, 71 Me. 514. Accordingly, it must be on some basis other than domicile that a state in which a foreign corporation maintains a branch office is able to tax the corporation for credits arising from the local business. And except for that fictional situs at the obligee's domicile, a chose in action as such can have no situs. See 27 HARV. L. REV. 107, 113; 28 *ibid.* 104. From the business point of view, however, such credits form part of the stock in trade of the local office, and are taxable accordingly as property within the jurisdiction. *Metropolitan Life Ins. Co.* v. *New Orleans*, 205 U. S. 545; *Hubbard* v. *Brush*, 61 Oh. St. 252, 55 N. E. 829. But the cases properly insist that the branch office be more than a mere collection agent, and will permit a tax only on the credits that are really part of the local office's investment. *Reat* v. *People*, 201 Ill. 469, 66 N. E. 242; *Myers* v. *Seaberger*, 45 Oh. St. 232, 12

N. E. 796. In the principal case, the court talks of commercial domicile, and of the situs of choses in action, but the true basis of the decision must be that the credits in question represent business capital employed in the state, taxable in much the same manner as any merchant's stock in trade.

TORTS — INTERFERENCE WITH BUSINESS OR OCCUPATION — JUSTIFICATION — INTERPRETATION OF ENGLISH TRADES DISPUTES ACT OF 1906. — A stevedores' association, by agreement with a dockworkers' union, undertook to maintain union conditions and rates of pay, while the dockworkers agreed to protect the stevedores in maintaining a scale of charges to customers, by refusing to work for any stevedore who undercut the accepted rates. The plaintiff, a stevedore, maintained union conditions for his workmen but refused to join the association, and charged less than the association's rates to shipowners. The defendants, three stevedores and three union officials, therefore induced his men to strike, in violation of their contracts. The TRADES DISPUTES ACT of 1906, 6 Edw. VII, c. 47, § 3, establishes a defense to this type of action if the acts complained of are done "in contemplation or furtherance of a trade dispute." Section 5 (3) then defines a trade dispute as "any dispute between employers and workmen, or between workmen and workmen," connected broadly with conditions or terms of employment. The jury found that this was a dispute between employers, and that the dockworkers were "brought in to assist" the stevedores' association. *Held*, that this was not a "trade dispute" under the act. *Long* v. *Larkin*, [1914] 2 Ir. K. B. 285 (C. A.).

If one man joins another in a dispute with a third party, it seems to follow that a dispute arises between him and the third party. But the gist of the decision in the principal case is that if workmen take sides in a quarrel between employers, they are not necessarily engaged in a dispute with employers. The vice of the court's interpretation of the act is that it seeks in the origin and motive of the dispute, not in the fact of its existence, the defense accorded by the statute. Only a year before, the English Court of Appeal reached substantially the opposite conclusion, and held that if a strike is called, the fact that it is inspired by ill will does not overthrow the statutory defense. *Dallimore* v. *Williams*, 30 T. L. R. 432. Even if one accepts the interpretation put on the statute in the principal case, it is hard to see how the facts warranted the conclusion that the dockworkers were merely meddling in the stevedores' dispute, since their own wage scale depended on their preserving the integrity of the joint agreement. One is led to suspect that judicial hostility to the policy of the statute had some part in the result. See *Conway* v. *Wade*, [1908] 2 K. B. 844, 855; [1909] A. C. 506, 510. The decision has more than local significance, as similar questions may arise under the so-called Clayton Act, passed by Congress, October 16, 1914, which restricts the use of injunctions in certain cases arising out of labor disputes. 63d CONGRESS, PUBLIC ACT, No. 212, § 20.

TRADE MARKS AND TRADE NAMES — PROTECTION APART FROM STATUTE — AUDIBLE SIMILARITY WITHOUT FRAUDULENT INTENT. — The plaintiff sold a brand of cigars called "B. & M." The defendants sold a cigar named "P. & M." and had recently extended their trade into the territory where the plaintiff operated. The plaintiff asks an injunction against the use of this name, claiming that his trade was being injured on account of the misleading similarity in the sound of the names. It did not appear that the defendants intended to injure or divert the plaintiff's business, or that there was any resemblance in the boxes or labels of the cigars. *Held*, that the injunction will not be granted. *B. Payn's Sons Tobacco Co.* v. *Payette*, 149 N. Y. Supp. 183 (Sup. Ct.).

Equity interferes to protect trade marks and trade names against infringe-